

STATE OF MICHIGAN

IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

KEEGAN FORBES,

Plaintiff,

NO. 15-00625-NF

vs.

HON. CAROL KUHNKE

STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY,

Defendant.

\_\_\_\_\_/

DANIEL G. ROMANO (P49117)  
Attorneys for Plaintiff  
23880 Woodward Avenue  
Pleasant Ridge, MI 48069  
(248) 750-0270

\_\_\_\_\_

DANIEL J. FLEMING (P38015)  
Attorney for Defendant  
39555 Orchard Hill Place, Suite 310  
Novi, MI 48375-5523  
(734) 542-8400

**DEFENDANTS' NOTICE OF REMOVAL**  
**TO THE UNITED STATES DISTRICT COURT FOR THE**  
**EASTERN DISTRICT OF MICHIGAN**

This is a Michigan first party no-fault benefit case arising from a motor vehicle accident which occurred on December 26, 2014 in either Scio Township or Dexter, County of Washtenaw, State of Michigan. Plaintiff, Keegan Forbes, is a resident of the County of Washtenaw, State of Michigan. Defendant, State Farm Mutual Automobile Insurance Company is an Illinois company with its principal place of business in Bloomington, Illinois.

On June 22, 2015, plaintiff filed this action for Michigan no-fault benefits in the Washtenaw County Circuit Court, State of Michigan, against defendant (see **Exhibit A, plaintiff's Complaint**). Defendant State Farm was served with Plaintiff's Complaint via certified mail on July 2, 2015. Plaintiff will claim damages in excess of \$75,000.00 for no-fault benefits in this case due to injuries allegedly suffered in the accident.

This case is removable based on complete diversity. Defendant hereby relies on 28 USC §1446 and 28 USC §1332 and Local Rule 81.1 in support of removal. See also Lee-Lipstreu v. Chubb Group of Ins Co., 319 F.3d 898 (6<sup>th</sup> Circuit 2003).

WHEREFORE, defendant STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, hereby respectfully requests that this matter be removed to the United States District Court, Eastern District of Michigan, for all further proceedings.

MOBLO, FLEMING & WATT, P.C.

BY:

DANIEL J. FLEMING (P38015)  
Attorney for Defendant  
39555 Orchard Hill Place, Suite 310  
Novi, MI 48375-5523  
(734) 542-8400  
[dfleming@moblofleming.com](mailto:dfleming@moblofleming.com)

Dated: July 29, 2015

**PROOF OF SERVICE**

*The undersigned certifies that the foregoing instrument was served upon all parties to the above cause to each of the attorneys of record herein at their respective addresses disclosed on the pleadings this 29 day of July, 2015.*

By: ☒ U.S. Mail  
☒ Electronic Filing  
☐ Hand Delivery  
☐ Facsimile

Brenda Ann Smith  
Brenda Ann Smith

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**EXHIBIT "A"**

Approved: SCAO

Original - Court  
1st copy - Defendant2nd copy - Plaintiff  
3rd copy - ReturnSTATE OF MICHIGAN  
JUDICIAL DISTRICT  
22ND JUDICIAL CIRCUIT  
COUNTY PROBATE

## SUMMONS AND COMPLAINT

CASE NO.

225795309

15-625-NF

Court address

101 E HURON ST. ANN ARBOR, MI 48107

Court telephone no.

Carol Kuhnke

Plaintiff's name(s), address(es), and telephone no(s).

KEEGAN FORBES

v

Defendant's name(s), address(es), and telephone no(s).

STATE FARM MUTUAL AUTOMOBILE INSURANCE  
COMPANY

SFCC RECEIVED

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Plaintiff's attorney, bar no., address, and telephone no.

DANIEL G. ROMANO (P49117)  
ROMANO LAW PLLC  
23880 WOODWARD AVENUE  
PLEASANT RIDGE, MI 48069**SUMMONS** NOTICE TO THE DEFENDANT: In the name of the people of the State of Michigan you are notified:

1. You are being sued.
2. **YOU HAVE 21 DAYS** after receiving this summons to file a written answer with the court and serve a copy on the other party or take other lawful action with the court (28 days if you were served by mail or you were served outside this state). (MCR 2.111(C))
3. If you do not answer or take other action within the time allowed, judgment may be entered against you for the relief demanded in the complaint.

Issued	This summons expires <b>SEP 22 2015</b>	Court clerk
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\*This summons is invalid unless served on or before its expiration date.

This document must be sealed by the seal of the court.

**COMPLAINT** Instruction: The following is information that is required to be in the caption of every complaint and is to be completed by the plaintiff. Actual allegations and the claim for relief must be stated on additional complaint pages and attached to this form.

## Family Division Cases

- ☐ There is no other pending or resolved action within the jurisdiction of the family division of circuit court involving the family or family members of the parties.
- ☐ An action within the jurisdiction of the family division of the circuit court involving the family or family members of the parties has been previously filed in \_\_\_\_\_ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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## General Civil Cases

- ☒ There is no other pending or resolved civil action arising out of the same transaction or occurrence as alleged in the complaint.
- ☐ A civil action between these parties or other parties arising out of the transaction or occurrence alleged in the complaint has been previously filed in \_\_\_\_\_ Court.
- The action ☐ remains ☐ is no longer pending. The docket number and the judge assigned to the action are:

Docket no.	Judge	Bar no.
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**VENUE**

Plaintiff(s) residence (include city, township, or village)	Defendant(s) residence (include city, township, or village)
Place where action arose or business conducted	

Date

6-22-15

Signature of attorney/Plaintiff

If you require special accommodations to use the court because of a disability or if you require a foreign language interpreter to help you fully participate in court proceedings, please contact the court immediately to make arrangements.

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STATE OF MICHIGAN  
IN THE CIRCUIT COURT FOR THE COUNTY OF WASHTENAW

KEEGAN FORBES

Case No. <sup>15</sup> - 625 -NF  
Hon. **Carol Kuhnke**

Plaintiff,

vs.

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

Defendant.

DANIEL G. ROMANO (P49117)  
ROMANO LAW, PLLC  
Attorneys for Plaintiff  
23880 Woodward Avenue  
Pleasant Ridge, MI 48069  
(248) 750-0270

**RECEIVED**

**JUN 22 2015**

Washtenaw County  
Clerk/Register

*There is no other pending or resolved civil action arising out of the transaction or occurrence alleged in this Complaint.*

**COMPLAINT AND DEMAND FOR JURY TRIAL**

NOW COMES Plaintiff, KEEGAN FORBES, by and through their attorneys, ROMANO LAW, PLLC, and complaining against the above-named Defendants, their agents, servants, and/or employees, either real or ostensible, respectfully represent unto this Honorable Court as follows:

**GENERAL ALLEGATIONS**

1. That Plaintiff KEEGAN FORBES is a resident of Washtenaw County, state of Michigan.
2. That at all times pertinent hereto, the Defendant, STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY, (hereinafter "STATE FARM") is an

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insurance corporation conducting business in the County of Washtenaw and is otherwise doing business and/or established in the County of Washtenaw, State of Michigan.

3. That the accident giving rise to this matter occurred on December 26, 2014 in Scio Township or Dexter, county of Washtenaw, state of Michigan.
4. That on or about December 26, 2014 Plaintiff KEEGAN FORBES was involved in an automobile incident causing numerous severe and permanent injuries and damages to Plaintiff and Defendant STATE FARM is liable to him for all No-Fault/PIP benefits arising out of this accident.
5. Plaintiff sustained personal injuries as a direct and proximate result of the motor vehicle accident.

**COUNT I: NO-FAULT/PERSONAL INJURY PROTECTION BENEFITS**

6. That Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though more fully set forth herein.
7. That on said dates and at all times material herein, pursuant to MCLA Sec. 500.3101 et seq., there was an insurance policy in full force and effect, which provided Personal Protection Benefits to Plaintiff including the following
  - a. Loss of income for the first three (3) years after the date of accident.
  - b. Expenses (maximum \$20 per day) reasonably incurred for necessary services in lieu of those the injured Plaintiff would have performed for the benefit of Plaintiff or Plaintiff's dependents, including replacement services.
  - c. For all reasonable charges, unlimited in amount, for medical and/or rehabilitative expenses and hospital charges, including attendant care services.

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- d. Reasonable and necessary travel expenses to obtain medical care or attention, including mileage reimbursement.
  - e. Others to be determined as discovery reveals.
- 8. That as a result of said automobile accident, the Plaintiff incurred:
  - a. Medical expenses.
  - b. Hospital expenses.
  - c. Lost earnings.
  - d. Lost services, including attendant care and other expenses which Defendants are obligated to pay.
  - e. Any and all expenses allowable under the No-Fault statute.
  - f. Others to be determined as discovery reveals.
- 9. Although demand for payment of the same has been made, Defendants unreasonably and unlawfully refuse or neglect to pay Plaintiffs all Personal Protection Benefits in accordance with MCLA 500.3101 *et seq.*
- 10. Although reasonable proof has been supplied, Defendants have unreasonably refused to make payment in accordance with MCLA 500.3101, *et seq.* – although more than thirty (30) days have passed since supplying Defendants with same.
- 11. All conditions precedent to recovery have been performed or have occurred.
- 12. Although requested to do so, Defendants have failed or refuses and/or neglected to pay benefits provided in accordance with MCLA 500.3101 *et seq.*, under said policy of insurance and as of this date. Defendants owe Plaintiff for:
  - a. Loss of income.

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- b. Medical and/or hospital expenses and/or medical supplies and attention.
- c. Necessary replacement services.
- d. Reasonable and necessary travel expenses.
- e. Attendant care services.
- f. Any and all damages allowable under the No-Fault statute.
- g. Others to be determined as discovery reveals.

13. Plaintiff has suffered and continues to suffer dire and imminent financial hardship by Defendant's wrongful acts and in this regard is without adequate remedy at law.

14. That the insurance policy above referred to under which Plaintiff bring this action is:

- a. Claim Number: 22-579S-309

15. That the amount in controversy herein exceeds the sum of Twenty Five Thousand (\$25,000.00) Dollars and that declaratory and/or equitable relief is sought.

**WHEREFORE**, Plaintiff demands the following relief:

- a. That this Court grant judgment against the Defendants in whatever amount Plaintiffs are found to be entitled, together with interest, costs and actual attorney fees for Defendants' unreasonable and unlawful failure to pay said no-fault benefits;
- b. That the Court order the speedy hearing of this action and advance it on the calendar as made and provided in MCR 2.605(D);
- c. That this Court issue an Order to Show Cause;
- d. That the Court grant such further relief as is necessary and proper in the above cause.

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Respectfully submitted,

ROMANO LAW, PLLC

By:

DANIEL G. ROMANO (P49117)  
Attorneys for Plaintiff  
23880 Woodward Avenue  
Pleasant Ridge, MI 48069  
(248) 750-0270

Dated: June 22, 2015

**DEMAND FOR JURY**

NOW COMES Plaintiff, KEEGAN FORBES, by and through his attorneys, ROMANO LAW, and hereby demands a trial by jury of the within cause.

Respectfully submitted,

ROMANO LAW, PLLC

By:

DANIEL G. ROMANO (P49117)  
Attorneys for Plaintiff  
23880 Woodward Avenue  
Pleasant Ridge, MI 48069  
(248) 750-0270

Dated: June 22, 2015